

HONORABLE TANA LIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BUNGIE, INC., a Delaware corporation,
Plaintiff,
v.
KUNAL BANSAL, an individual, d/b/a
LAVICHEATS.COM,
Defendant.

Case No. 2:21-cv-1111-TL

[PROPOSED] ORDER GRANTING
PLAINTIFF BUNGIE, INC.'S MOTION
FOR DEFAULT JUDGMENT AGAINST
DEFENDANT KUNAL BANSAL AND
PERMANENT INJUNCTION

THIS MATTER came before the Court on Plaintiff Bungie, Inc.'s Motion for Default Judgment Against Defendant Kunal Bansal. Having considered Plaintiff's Motion and supporting declarations, the Court hereby ORDERS as follows:

1. Judgment shall be entered against Defendant Kunal Bansal in the amount of \$6,700,973.34, which reflects the following amounts:
 - a. \$5,580,000 in statutory damages for violation of the Digital Millennium Copyright Act pursuant to 17 U.S.C. § 1203(c)(3)(A);
 - b. \$300,000 in statutory damages based on willful infringement of two copyrighted works, pursuant to the Copyright Act, 17 U.S.C. § 504(c);
 - c. \$579,270 consisting of Defendant's profits for trademark infringement and false designation of origin pursuant to 15 U.S.C. § 1117(a);
 - d. Attorneys' fees and costs in the amount of \$241,703.34 (consisting of

1 \$183,850.71 in attorneys' fees and \$57,852.63 in costs, including expert fees),
 2 pursuant to 17 U.S.C. §§ 505, 1203(b), 15 U.S.C. § 1117(a), and
 3 RCW 19.86.090.

4 2. Additionally, Defendant, all persons acting under Defendant's direction or
 5 control – including but not limited to Defendant's agents, representatives, and employees – and
 6 those persons or entities in active concert or participation with them who receive actual notice of
 7 this Order and Permanent Injunction by personal service or otherwise, shall immediately and
 8 permanently cease and desist from any of the following:

9 a. taking any steps (directly or indirectly through third parties) to create,
 10 distribute, advertise, market, resell, or otherwise make available software referenced in the
 11 Complaint in this action that is designed to be used with *Destiny 2* (the "Cheating Software"), or
 12 any software whose use infringes Intellectual Property owned or controlled by Bungie, Inc. or its
 13 parents, subsidiaries, or affiliates of which Bungie, Inc. has heretofore made Defendant actually
 14 aware (collectively, "Bungie"), circumvents technological measures that effectively control
 15 access to Bungie's games (including but not limited to *Destiny 2* and its expansions), violates
 16 Bungie's Limited Software License Agreement ("SLA"), or is designed to exploit or enable the
 17 exploitation of *Destiny 2* or any other game owned, published, distributed, or operated by
 18 Bungie;

19 b. obtaining, possessing, accessing or using the Cheating Software or any
 20 software whose use by Defendant infringes any of Bungie's Intellectual Property, circumvents
 21 technological measures that effectively control access to Bungie's games, violates the SLA, or is
 22 designed to exploit or enable the exploitation of *Destiny 2* or any other game owned, published,
 23 or operated by Bungie;

24 c. promoting, advertising, or encouraging or inducing others to purchase or
 25 use – including via any social media account, website, or video-sharing account – the Cheating
 26 Software or any software whose use infringes any of Bungie's Intellectual Property, circumvents
 27 technological measures that effectively control access to Bungie's games, violates the SLA, or is

1 designed to exploit or enable the exploitation of *Destiny 2* or any other game owned, published,
2 or operated by Bungie;

3 d. selling, reselling, or processing payments for the Cheating Software or any
4 software whose use infringes any of Bungie's Intellectual Property, circumvents technological
5 measures that effectively control access to Bungie's games, violates the SLA, or is designed to
6 exploit or enable the exploitation of *Destiny 2* or any other game owned, published, or operated
7 by Bungie;

8 e. assisting in any way with the development of the Cheating Software or
9 any software whose use infringes any of Bungie's Intellectual Property, circumvents
10 technological measures that effectively control access to Bungie's games, violates the SLA, or is
11 designed to exploit or enable the exploitation of *Destiny 2* or any other game owned, published,
12 or operated by Bungie;

13 f. sharing, copying, transferring, or distributing the Cheating Software or any
14 software whose use infringes any of Bungie's Intellectual Property, circumvents technological
15 measures that effectively control access to Bungie's games, violates the SLA, or is designed to
16 exploit or enable the exploitation of *Destiny 2* or any other game owned, published, or operated
17 by Bungie;

18 g. publishing or distributing any source code or instructional material for the
19 creation of the Cheating Software or any software whose use infringes any of Bungie's
20 Intellectual Property, circumvents technological measures that effectively control access to
21 Bungie's games, violates the SLA, or is designed to exploit or enable the exploitation of
22 *Destiny 2* or any other game owned, published, or operated by Bungie;

23 h. operating, assisting, or linking to any website designed to provide
24 information to assist others in accessing, developing or obtain the Cheating Software or any
25 software whose use infringes any of Bungie's Intellectual Property, circumvents technological
26 measures that effectively control access to Bungie's games, violates the SLA, or is designed to
27 exploit or enable the exploitation of *Destiny 2* or any other game owned, published, or operated

1 by Bungie;

2 i. reverse engineering, decompiling, packet editing, or otherwise
3 manipulating without authorization, any game owned, published, or operated by Bungie,
4 including *Destiny 2*, or providing assistance to any person or entity engaged in such activities;
5 and

6 j. investing or holding any financial interest in any enterprise which
7 Defendant knows or has reason to know is now, or intends in the future to be, engaged in any of
8 the foregoing activities prohibited by this Order and Permanent Injunction.

9 3. Defendant shall take all necessary steps to disable, remove, or otherwise shut
10 down any social network accounts under his control dedicated to the distribution or promotion of
11 the Cheating Software, or any other software whose use infringes any of Bungie's Intellectual
12 Property Rights, circumvents technological measures that effectively control access to Bungie's
13 games, or violates the SLA, and shall take all necessary steps to remove any information on any
14 non-dedicated (*e.g.*, personal) social network accounts under his control used to distribute or
15 promote any of the foregoing.

16 4. Defendant is ordered to transfer, destroy, disable, and remove the Cheating
17 Software and any software product whose use infringes any of Bungie's Intellectual Property,
18 circumvents technological measures that effectively control access to Bungie's games, or
19 violates the SLA, or is designed to exploit or enable the exploitation of *Destiny 2* or any other
20 game owned, published, or operated by Bungie.

21 5. Any company or entity that Defendant controls in the future shall also comply
22 with the provisions of this Order and Permanent Injunction.

23 6. Nothing contained in this Order and Permanent Injunction shall limit the right of
24 the Parties to seek relief including but not limited to damages for any and all infringements of
25 any Intellectual Property rights occurring after the date of this Order and Permanent Injunction.

26 7. The Court shall retain jurisdiction of this action to entertain such further
27 proceedings and to enter such further orders as may be necessary or appropriate to implement

1 and enforce the provisions of this Order and Permanent Injunction.

2 SO ORDERED this _____ day of _____, 2023.

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4 _____
5 TANA LIN
6 UNITED STATES DISTRICT JUDGE
7

8 Presented by:

9 FOCAL PLLC

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